

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM INC, et al.,

Plaintiff(s),

v.

ZHUMABUBU ABDYRAKHMANOVA, et
al.,

Defendant(s).

CASE NO. C23-1646-KKE

ORDER GRANTING PLAINTIFFS' *EX*
PARTE MOTION FOR ALTERNATIVE
SERVICE

This matter comes before the Court on an *ex parte* motion filed by Plaintiffs Amazon.com Inc., Amazon.com Services LLC, and the Procter & Gamble Company requesting leave to complete service of process by email on Defendants. Dkt. No. 11. For the following reasons, the Court grants the motion.

Plaintiffs filed this action in October 2023, alleging claims for trademark infringement, false designation of origin, and false advertising under the Lanham Act; violations of the Washington Consumer Protection Act; and breach of contract. Dkt. No. 1. Plaintiffs' claims are based on allegations that Defendants sold counterfeit Procter and Gamble products through 14 Amazon selling accounts. *See id.*; Dkt. No. 13 ¶ 4. In creating those selling accounts, Defendants registered email addresses with Amazon and those email addresses are the primary means of communication from Amazon to Defendants. Dkt. No. 13 ¶ 5.

1 Plaintiffs' investigation of the selling accounts associated with Defendants suggests that
2 Defendants reside in Austria, Kyrgyzstan, the Republic of Georgia, Turkey, and Ukraine. Dkt.
3 No. 12 ¶¶ 2–5. Plaintiff's investigation further suggests that Defendants provided misleading or
4 fraudulent documents when registering their selling accounts, which has made it impossible for
5 Plaintiffs to confirm physical addresses for Defendants, although they have been able to confirm
6 functional email accounts for them. *Id.* ¶¶ 2–8. Plaintiffs therefore request leave from the Court
7 to complete service of process by email under Federal Rule of Civil Procedure 4(f)(3). Dkt. No.
8 11.

9 A person located outside the United States may be served by “means not prohibited by
10 international agreement, as the court orders.” Fed. R. Civ. P. 4(f)(3). The Court is aware of no
11 international agreement prohibiting service by email on defendants residing in Austria,
12 Kyrgyzstan, the Republic of Georgia, Turkey, and Ukraine. To the contrary, the Hague
13 Convention on the Service Abroad of Judicial and Extrajudicial Documents does not prohibit
14 service by email on defendants residing in signatory countries, which include Austria, the Republic
15 of Georgia, Turkey, and Ukraine. *See Contracting Parties, Hague Conference on Private*
16 *International Law, available at* [https://www.hcch.net/en/instruments/conventions/status-](https://www.hcch.net/en/instruments/conventions/status-table/?cid=17)
17 *table/?cid=17* (last visited Jan. 10, 2024). Although Kyrgyzstan is not a signatory to the Hague
18 Convention, courts have authorized service by email on defendants residing there. *See, e.g., Kyjen*
19 *Co., LLC v. Individuals, Corps., Ltd. Liab. Cos., P'ships & Unincorporated Ass'ns Identified on*
20 *Schedule AR to the Complaint*, 23 Civ. 612 (JHR), 2023 WL 2330429 (S.D.N.Y. Mar. 2, 2023);
21 *Chanel, Inc. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule “A”*, Case
22 No. 20-60519-CIV-SMITH, 2020 WL 3272325 (S.D. Fla. Apr. 9, 2020).

23 Because Plaintiffs have demonstrated an inability to confirm physical addresses for
24 Defendants but appear to have functional email addresses for them, and because Defendants have

1 made email their preferred form of contact with Plaintiffs, the Court exercises its discretion to
2 authorize service by email because it is reasonably calculated to provide Defendants with actual
3 notice. Plaintiffs' *ex parte* motion (Dkt. No. 11) is therefore GRANTED. Plaintiffs may serve
4 Defendants by email as described in their motion (Dkt. No. 11 at 7–8) and shall provide the Court
5 with confirmation of completed service by email.

6 Dated this 10th day of January, 2024.

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9 Kimberly K. Evanson
United States District Judge